

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant AfricaGlobal Partners, L.L.C. 1050 Seventeenth St. N.W. Suite 600 Washington, DC 20036		2. Registration No.  5349
3. Name of foreign principal  The Republic of Equatorial Guinea	4. Principal address of foreign principal Embassy of the Republic of Equatorial Guinea 2020 16th Street, N.W. Washington, DC 20006	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:		
<input type="checkbox"/> Partnership <input type="checkbox"/> Committee		
<input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group		
<input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Individual-State nationality _____		

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant: Office of the Head of State

a) Branch or agency represented by the registrant: Office of the Head of State  
b) Name and title of official with whom registrant deals: Ambassador Pastor Micha Ondo Bile  
Ambassador to the United States

7. If the foreign principal is a foreign political party, state:

N/A

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8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*


N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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Date of Exhibit A December 14, 1999	Name and Title David H. Miller Managing Director	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant AfricaGlobal Partners, L.L.C. 1050 Seventeenth Street, N.W. Suite 600, Washington DC 20036	2. Registration No.  5349
3. Name of Foreign Principal The Republic of Equatorial Guinea	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract

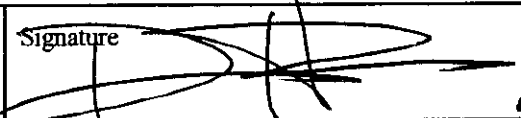
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached contract

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and the Government of Equatorial Guinea. The registrant will also attempt to persuade officials of the United States Government, including members of Congress, to strengthen relations between the United States and the Republic of Equatorial Guinea in general.

Date of Exhibit B December 14, 1999	Name and Title David H. Miller Managing Director	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

**Agreement Between  
The Republic of Equatorial Guinea and AfricaGlobal Partners, LLC**

**Contact Information:**

**His Excellency Pastor Micha Ondo Bile  
Ambassador  
Embassy of the Republic of Equatorial Guinea  
Telephone: (202) 296-4174  
Facsimile: (202) 393-0348**

**David H. Miller, Managing Partner  
AfricaGlobal Partners, LLC  
Telephone: (202) 496-1285  
Facsimile: (202) 496-9620  
Email: [dhmiller@africaglobal.com](mailto:dhmiller@africaglobal.com)**

Agreement Between  
The Republic of Equatorial Guinea and AfricaGlobal Partners, LLC

This Agreement made this 7 day of December 1999  
between AfricaGlobal Partners ("AfricaGlobal"), a limited liability  
partnership organized and validly existing under the laws of the  
Commonwealth of Virginia, and the Government of the Republic of  
Equatorial Guinea (the "Government"), a sovereign nation located on the  
continent of Africa, sets forth the terms and conditions which shall govern  
the provision and receipt of certain consulting services to the Government.

Whereas, AfricaGlobal is comprised of professionals possessing  
expertise in business development, government relations, and strategic  
consulting, and

Whereas, the Government desires to secure the services of  
AfricaGlobal to provide strategic advice and consulting, and

Whereas, AfricaGlobal will provide a comprehensive range of  
services to the Government, including, but not limited to, the actions  
set forth, and

Whereas, AfricaGlobal has provided a budget estimating the costs of  
the services to be provided to the Government, as specifically outlined  
in the attached proposal, and



Whereas, the Government and AfricaGlobal have mutually agreed  
that such projections are acceptable as a basis for entering into an  
agreement with AfricaGlobal.

Now, therefore in consideration of the mutual promises and covenants  
herein contained and for good and valuable consideration, the receipt  
and sufficiency of which is hereby acknowledged, the parties hereto  
agree as follows:

1. The Goal of the Agreement. The goal of the Agreement between the  
Government and AfricaGlobal shall include the following:

Develop commercial opportunities in the Republic of Equatorial Guinea; and

Strengthen the bilateral relations between the United States and of the Republic of Equatorial Guinea; and

Enhance the image of the Republic of Equatorial Guinea in the United States, *and throughout the world.*  

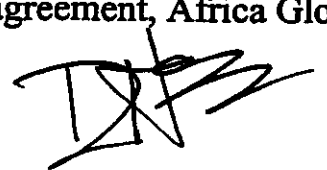

2. Scope of Services. The scope of services to be provided by AfricaGlobal during the term of this agreement shall include the following:

Service Item 1. - Provide a Commercial Assessment and Development of a National Strategy for Economic Development (November 1999-January 2000)

Service Item 2. - Assist in the Implementation of a National Action Plan

Service Item 3 - Implement a Proactive Public Affairs Campaign

3. Responsible Officer. All activities and services stated herein to be furnished to the Government in connection with consulting representation shall be undertaken and coordinated under the direction of David H. Miller of AfricaGlobal, and pursuant to the terms and obligations of this Agreement. AfricaGlobal shall perform its obligations pursuant to instructions received from the President of the Republic of Equatorial Guinea or other persons designated by the President. Immediately following the execution hereof, the President shall designate representative(s) to work directly with AfricaGlobal. All professionals will work in conjunction with the designee(s).

4. Payment. . The total value of the 12 month agreement is estimated to be \$284,000. Upon the date of the signing of this Agreement (hereafter referred to as the "Agreement"), the Government agrees to pay to AfricaGlobal \$142,000 (50%), half of the estimated fees and expenses to be incurred by AfricaGlobal in connection with representation of the Republic of Equatorial Guinea. Six months after the date of signing this agreement, the Government shall pay AfricaGlobal \$71,000 (25% of the remaining balance). Eleven months after the signing of this agreement, Africa Global  

will submit an annual report detailing its activities and accomplishments. Within thirty days of the submission of its final report, and twelve (12) months from the signing of this agreement, the remaining outstanding balance of the estimated annual fee, \$71,000 will be due and payable. At the end of the twelve (12) month term, the Republic of Equatorial Guinea shall also pay outstanding expenses to AfricaGlobal not to exceed 10% of the total estimated amount. Any additional expense not included in this budget shall be submitted to the Government for its approval prior to its execution.

5. Payments shall be remitted as follows:

Banking Instructions:

Attention:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

For the account of:  
AfricaGlobal Partners

6. Periodic Reviews: AfricaGlobal and the Government shall meet as deemed necessary and appropriate to review performance, discuss modifications, and make adjustments to the contemplated objectives and performance of this Agreement.

7. Term. The term of this Agreement shall be for one year beginning on November 1, 1999 to October 31, 2000. However, at the option of the parties, this Agreement may be extended with respect to consulting on such terms and conditions as may be mutually agreed upon by the parties.

8. Registration Requirement. AfricaGlobal and the Government understand that the Foreign Agents Registration Act (FARA) requires that all persons acting in the United States on behalf of a foreign principal must register with the United States Department of Justice (subject to certain exemptions not applicable in this instance) and that AfricaGlobal must register under this law regarding its activities on behalf of the Government. AfricaGlobal and the Government further understand that, by law, AfricaGlobal must advise the U.S. Department of Justice twice yearly of all



contacts made with United States government employees, all monies received by AfricaGlobal from or on behalf of the Government, and all monies paid by AfricaGlobal on behalf of the Government. The Government is aware that this information will be available to the public.

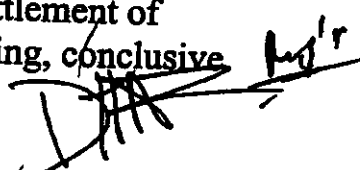
AfricaGlobal and the Government also understand that the Federal Registration of Lobbying Act requires all persons engaged in and paid to influence legislative action to file a report and to register with the Clerk of the United States House of Representatives and the Secretary of the United States Senate before "doing anything in furtherance of such object". AfricaGlobal, on behalf of the Government of the Republic of Equatorial Guinea will be filing these reports quarterly.

9. Foreign Corrupt Practices Act. AfricaGlobal has not made and shall not make, in the performance of this Agreement, an offer, payment, promise to pay, or authorization of the giving of anything of value, directly or indirectly, to or for the use or benefit of Government or any political party, official, or candidate for political office in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended.

10. Invalidity. In the event any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

11. Governing Laws. The Agreement shall be subject to and governed by the laws of the District of Columbia in the United States.

12. Arbitration. In the event of a dispute, each party shall appoint an individual arbitrator and the two so appointed shall designate a third arbiter to comprise a panel of arbiters. With respect to the interpretation of any provision of this Agreement or any duties or responsibilities of the parties hereunder, which disputes cannot be resolved by the parties, the dispute shall be submitted for a final determination to the panel of three (3) for arbitration. The arbitration proceeding shall be conducted in accordance with the norms established by the International Center for Settlement of Investment Disputes. The decision of the panel shall be binding, conclusive and nonreviewable.



**13. Assignment.** This Agreement cannot be assigned, in whole or in part by either party without the express written consent of the other party.

**14. Breach, Waiver, Cure.** In the event of a breach by either party of the terms and conditions of this Agreement, either party shall have ten (10) business days to cure the breach.

Written notice of the breach shall be immediately sent by the party alleging the breach to the party against who the breach is alleged, in writing shall immediately send notice of the breach, return receipt requested. In the case of AfricaGlobal, notice shall be sent as follows:

David H. Miller  
Managing Partner  
AfricaGlobal Partners  
3706 Chanel Road  
Annandale, Virginia 22003

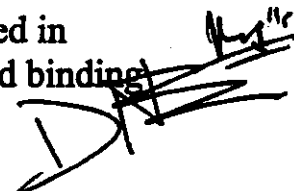
In the case of the notice of breach to the Government, notice shall be delivered as follows:

His Excellency Pastor Micha Ondo Bile  
Ambassador  
Embassy of the Republic of Equatorial Guinea  
2020 16<sup>th</sup> Street, N.W.  
Washington, D.C. 20006

**15. Entirety of Agreement.** This document represents the full and complete understandings and agreements between the parties and is not subject to any oral representation not included herein. All understandings or agreements inconsistent herewith shall be null and void and of no legal force and effect.

**16. Amendments.** This agreement may be altered or amended only by means of a writing and signed by the parties hereto.

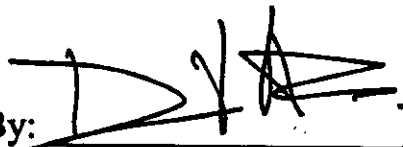
**17. Execution of Counterparts.** This agreement may be executed in multiple copies, each of which shall have the same full force and binding effect as if it were an original.

Handwritten signature and initials, possibly "H. Miller" and "D", in black ink.

18. Representation of Authority. The undersigned by affixation of their signatures represent that they are vested with the requisite authority to execute this Agreement and bind the parties hereto.

In witness whereof, the parties hereto have executed the Agreement on the date first appearing above

AfricaGlobal Partners

By: 

David H. Miller  
Managing Partner  
AfricaGlobal Partners

12-7-99

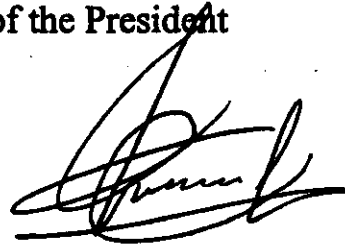


Witness

The Republic of  
Equatorial Guinea



Designated Representative of  
of the President



Witness